

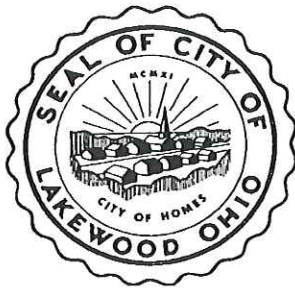
AGENDA
BOARD OF CONTROL

Mayor's Conference Room
Monday, November 20, 2017 2:30 PM

Action	Description	Reference No.
1. Award – Police Dept. Jail Food Service		BC-17-217
2. Amend – Winton Place Condo Pier W East Stairway Project		BC-17-218
3. Award – Professional Svs Contract - Re: Legal Svs		BC-17-219

Next Meeting is Monday, December 4, 2017 at 2:30 PM

Mayor
Finance Director
Law Director
Public Works Director



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-17-217

November 20, 2017

Board of Control
City of Lakewood, Ohio 44107

Subject: Award Contract – Police Dept. Jail Food Service

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Safety; Division of Police, and the attached letter of recommendation, I am submitting for your consideration this request to award a requirement contract to Discount Drug Mart in an amount not to exceed \$30,000 to provide delivery service of food for prisoners detained in the City's jail as outlined in RFP No. 17-008. Contract effective Jan. 1, 2018 through Dec. 31, 2018 and includes (2) additional one-year renewal options.

Discount Drug Mart submitted the sole response for RFP No. 17-008; Police Dept. Jail Food Services.

Contracting Authority:	Ordinance 43-16B \$40,000
Contracting Balance:	\$9,025 / (\$20,975)
Funding:	General Fund
Account Distribution:	101-2030-441-42-06 \$35,000
Account Balance:	\$4,025 / (\$25,975)
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / C/C ____
Object Code:	Operating Supplies / Food for Consumption
Commodity Code:	961-015
Bid Reference:	RFP No. <u>17-008</u>

Kim Smith
Purchasing Manager

	Approved	Disapproved	Date
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____





12650 Detroit Avenue • 44107
Timothy J. Malley Chief of Police

Division of Police
216-529-6750
FAX 216-521-7727
www.onelakewood.com

November 9, 2017

Board of Control:

A quote has been received from Discount Drug Mart after a request for proposals was issued. This company has provided the jail food service in the past year after the prior vendor went out of business. I recommend awarding of the Jail Food Service Contract to Discount Drug Mart.


Chief Timothy J. Malley



ATTACHMENT A

Substitutions are Acceptable

GROUP A. FROZEN MEALS

Banquet Brand

Price per meal

Meals Consisting of Meat, Potatoes, Vegetable & Desert

\$ 1.69

Hungry Man Brand

Meals Consisting of Meat, Potatoes, Vegetable & Desert

\$ 3.69

GROUP B. FRESH PRODUCE

	<u>Price</u>
Bananas	\$ <u>49</u> lb.
Apples	\$ <u>2.99</u> (3 lb. bag)
Oranges	\$ <u>3.49</u> (3 lb. bag)
Bread -- White	\$ <u>1.39</u> loaf

	<u>Price</u>
Milk (1%)	\$ <u>2.79</u> 1/2 gal.
Orange Juice	\$ <u>3.69</u> 1/2 gal.
Salad	\$ <u>1.29</u> / bag

GROUP C. NON-PERISHABLES

<u>Item</u>	<u>Price</u>
Ketchup (Plastic)	\$ <u>1.49</u> (24 oz)
Mustard (Plastic)	\$ <u>.99</u> (20 oz)
Peanut Butter	\$ <u>2.99</u> (16 oz)
Jelly	\$ <u>2.69</u> (32 oz)

	<u>Price</u>
Instant Coffee	\$ <u>5.69</u> (8 oz)
Sandwich Baggies	\$ <u>.99</u> (45 /box)
Paper Plates	\$ <u>2.29</u> (160 /pack)

NAME OF BIDDING FIRM:

Discount Drug Mart

BY:

SIGNATURE

DATE

2. Individual Only: Affiant further states that the following is a complete and accurate list of the names and addresses of all persons interested in the contract for which the bid is being filed:

N/A

Affiant further states that the following attorneys represent Affiant:

Partnership Only: Affiant further states that the following is a complete and accurate list of the names and addresses of the members of the partnership:

N/A

Affiant further states that the following attorneys represent the partnership:

3. Corporation Only: Affiant further states that the following is a complete accurate list of the officers, directors and attorneys of the corporation:

President - John A. Gans

Vice President - Michael R. Eby/CF0

Secretary -

Treasurer -

Attorneys -

Directors -

and that the following officers are dully authorized to execute contracts on behalf of the corporation:

All listed officers above

Nov 17, 2017 9:20:49 AM EST

File Edit Commands Help

PRINCE SUPERIOR

NavOne

101-2030-441.42-06

☒ Account miscellaneous
☒ Budget miscellaneous
☒ Encumbrances
☒ Pre-encumbrances
☒ Transactions
☒ Detail by date
☒ Detail by code
☒ Detail by year & p
☒ Pending by date
☒ Pending by code
☒ Pending by year
☒ Procurement car

Print

Cancel

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Previous acc...

Next account

2016

2018

Account information

Q Operating Supplies / Food for Consumption

Fiscal year: 2017 Dr

Budget: 35,000.00

Committed: 31,769.99

Q Balance: 3,230.01

Project Data

Project Entry Optional

Account Balance by Period

Q 06 June	.00	12,041.96
Q 07 July	3,932.33	15,974.31
Q 08 August	1,049.88	17,024.19
Q 09 September	2,315.56	19,339.75
Q 10 October	2,205.55	21,545.30
Q 11 November	795.68	22,340.98
Q 12 December	.00	22,340.98

Payment information

Vendor	(* indicates pending)	Total
Q DISCOUNT DRUG MART		5,570.99
Q SYSCO FOOD SERVICES		1,910.92
Q PETTY CASH		52.98
Q MADISON BI-RITE		14,800.60

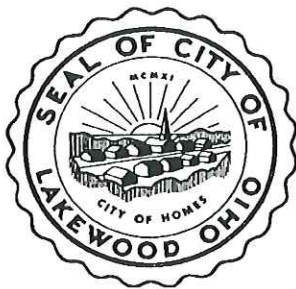
Encumbrances

PO #	Vendor	Balance
Q 087139	SYSCO FOOD SERVICES	.00
Q 087397	MADISON BI-RITE	.00
Q 087784	DISCOUNT DRUG MART	9,429.01

Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-17-218

November 20, 2017

Board of Control
City of Lakewood, Ohio 44107

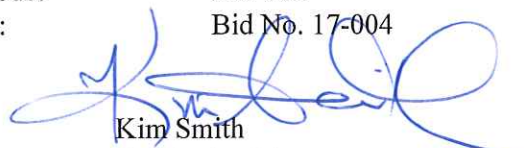
Subject: Amend Contract –Winton Place Condominium Pier W East Stairway Stabilization Project

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to amend a contract with Donley Restoration Group, LLC in the amount of \$172,965 for Change Order No. 2 of the Winton Place Condominium Pier 'W' East Stairway Stabilization Project. Contract award to Donley Restoration Group, LLC now totals \$997,965.

Donley Restoration Group, LLC submitted the lowest and best responsive and responsible bid for this project as outlined in Bid No. 17-004.

Contracting Authority:	Ordinance 53-16 \$1,850,000
Contracting Balance:	\$436,163 / \$263,198
Funding:	Capital Project Fund
Account Distribution:	401-3080-470-82-30 Proj # 176004 \$1,100,000
Account Balance:	\$215,640 / \$42,675
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / C/C ____
Object Code:	Winton Cliff Stabilization
Commodity Code:	959-065
Bid Reference:	Bid No. 17-004


Kim Smith
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director Public Director	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



M E M O R A N D U M

DATE: November 14, 2017
TO: Kim Smith - Procurement Officer
FROM: Mark Papke, PE, CPESC – City Engineer MKP
RE: **Change Order No. 2**
Winton Place Pier W East Stairway Stabilization Project
BID NO. 17-004

Due to a 20' deep sheet pile wall obstruction and additional concrete required for the pile cap and wall, the above referenced project is requiring extra work that exceeds the previous contract approval amount of \$825,000.

Attached is final project change order (Change Order No. 2). It is requested that the Board of Control approve an additional amount of \$172,964.94 for these additional documented expenses. **The new Board of Control approval amount for the project would be \$997,964.94.**

It should be noted that the Winton Place understands that the \$132,000 that was planned to be reimbursed for design expenses will no longer be reimbursed to cover these construction overages. Therefore, no additional City funds atop our committed approval amounts are required due to this change order. I also have attached the revised project costs for the assessments.

Please contact me with any questions.

CHANGE ORDER

Project: Winton Place Pier W East Stairway Stabilization Project		Change Order No.: 2	
DISTRIBUTION TO: Donley's and Winton Place		Date: 11/14/2017	
Project Files <input type="checkbox"/>	AE <input type="checkbox"/>	Construction Inspector	
Construction Manager	Contractor	Other [] <input type="checkbox"/>	
The Following Changes Shall be Made to the Contract:			
Non-perform			
Splice 1 each at \$6,068.44/EA		\$ 6,068.44	
Topsoil & Seeding Lump Sum		\$ 2,500.00	
Credit Total		(\$ 8,568.44)	
Extra Work (See attached breakdown)			
Service Pile 41.33' at 378.85/FT		\$ 15,657.87	
Concrete Pile Cap 16 CY at \$759.50/CY		\$ 12,152.00	
Concrete retaining Wall 171 CY at \$759.50/CY		\$ 129,874.50	
Left Over Steel 28.5' at \$50.82/FT		\$ 1,448.37	
Obstruction Removal, Barge Trip and Idle Equipment		\$ 51,005.71	
Extra Work Total		\$ 210,138.45	
TOTAL		\$ 201,570.01	
Acceptance by Contractor constitutes its agreement that all impacts attributable to this change are compensated by the indicated adjustment to contract time and sum, that all claims based on this change (whether in whole or in part) have been considered or are waived, the parties have reached an accord and satisfaction, and the Owner is released upon payment of the amounts indicated.			
The Original Contract Sum Was		\$ 704,998	
Net Change by Previously Authorized Change Orders		\$ 91,396.03 91,396.93	
The Contract Sum Prior to this Change was		\$ 796,394.93 \checkmark	
The Net Amount Increased By this Change Order		\$ 201,570.01 \checkmark	
New Contract Sum Including this Change Order will be		\$ 997,964.94 \checkmark	
The Contract Time Will Be 0 days		94 Days \checkmark	
The Date of Substantial Completion as Of this Change Order Is		December 1, 2017 \checkmark	

RECOMMENDED:

Project Manager _____ Date _____

AGREED TO:

Donley's Restoration Group

Contractor

5430 Warner Road, Cleveland, OH 44125
Address

ERIC NOTTER - Eric Notter 11/14/17
By Date

APPROVALS by CITY OF LAKEWOOD:

City Engineer _____ Date _____

Director of Public Works _____ Date _____

AS TO FORM AND LEGAL CORRECTNESS:

Director of Law _____ Date _____

APPROVED by BOARD OF CONTROL _____ Date _____

Estimated Winton Cliff Stabilization Project Costs

	REVISED 11/14/2017	ORIGINAL ESTIMATE
Engineering (to be reimbursed to Winton by the City)	Zero	\$ 132,000.00
Construction - Donley's	\$ 997,964.94	\$ 800,000.00
Contingency		\$ 80,000.00
Partners	\$ 6,784.92	
DLZ	\$ 42,469.00	\$ 50,000.00
Total	\$ 1,047,218.86	\$ 1,062,000.00
 354 Condominium Units		
Certified Mail Costs	\$ 2,124.00	\$ 2,124.00
Bond Counsel's Fee for 1 year Bond		
Anticipation Note (BAN)	\$ 3,500.00	\$ 3,500.00
Estimated Additional Debt Issuance Fees		
(OMAC, CUSIP/DTC, Paying Agent,		
Underwriter' Discount)	\$ 525.00	\$ 525.00
Estimated Interest on 1 year Borrowed		
amount of \$1.1 Million BAN (2%)	\$ 22,000.00	\$ 7,000.00
Additional Costs	\$ 28,149.00	\$ 13,149.00
Project Total	\$ 1,075,367.86	\$ 1,075,149.00
Less City's Portion (1/50 of total)	\$ 21,507.36	\$ 21,502.98
Winton's Project Share	\$ 1,053,860.50	\$ 1,053,646.02
 Estimated cost per Unit (394), but the		
actual amount will be based the unit		
owner's share	\$ 2,977.01	\$ 2,976.40

CITY COUNCIL APPROVAL AMOUNT \$1,100,000

Upon Completion of the project and final costs are known, residents will be invoiced. They will have the option of paying for the entire cost within 30 days, or elect to have their portion of the project assessed on their property tax bill for the next 20 years or the term of the Special Assessment Bond. The costs associated with the debt issuance and the fees levied by the Cuyahoga County for special assessments will be included in the total amount of the special assessment bond, and paid by the property owners that did not pay in full but chose the special assessment.



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-17-168

August 9, 2017

Board of Control
City of Lakewood, Ohio 44107

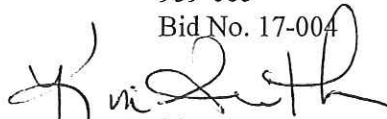
Subject: Amend Contract –Winton Place Condominium Pier W East Stairway Stabilization Project

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to amend a contract with Donley Restoration Group, LLC in the amount of **\$49,500** for Change Order No. 1 of the Winton Place Condominium Pier 'W' East Stairway Stabilization Project. Contract award to Donley Restoration Group, LLC now totals \$825,000.

Donley Restoration Group, LLC submitted the lowest and best responsive and responsible bid for this project as outlined in Bid No. 17-004.

Contracting Authority:	Ordinance 53-16 \$1,850,000
Contracting Balance:	\$567,163 / \$517,663
Funding:	Capital Project Fund
Account Distribution:	401-3080-470-82-30 Proj # 176004 \$1,100,000
Account Balance:	\$265,140 / \$215,640
Contract Approved by Law:	Yes ____ / No ____ / PO ____
Object Code:	Winton Cliff Stabilization
Commodity Code:	959-065
Bid Reference:	Bid No. 17-004


Kim Smith
Purchasing Manager

MARK PAPKE - CIVIL ENGR Approved

Joseph J. Beno PE,
Director Public Director MKP

Ken Sewallow
Kevin M. Butler,
Director of Law KS

Keith Selvester
Jennifer Pae,
Director of Finance KS

Michael P. Summers,
Mayor [Signature]

Disapproved

Date

8-9-2017

8-9-17

8-9-17

8-9-17





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-17-100

April 3, 2017

Board of Control
City of Lakewood, Ohio 44107


Subject: Award Contract –Winton Place Condominium Pier W East Stairway Stabilization Project

Dear Members of the Board:





Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to Donley Restoration Group, LLC in an amount not to exceed **\$775,500** for the Winton Place Condominium Pier 'W' East Stairway Stabilization Project. Contract award is base bid of \$704,998 plus 10% contingency.

Donley Restoration Group, LLC submitted the lowest and best responsive and responsible bid for this project as outlined in Bid No. 17-004.

Contracting Authority:	Ordinance 53-16 \$1,850,000
Contracting Balance:	\$1,718,973 / \$943,473
Funding:	Capital Project Fund
Account Distribution:	401-3080-470-82-30 Proj # 176004 \$1,100,000
Account Balance:	\$1,100,000 / \$324,500
Contract Approved by Law:	Yes ____ / No ____ / PO ____
Object Code:	Winton Cliff Stabilization
Commodity Code:	959-065
Bid Reference:	Bid No. 17-004


Kim Smith
Purchasing Manager

Previous Award

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director Public Director		_____	4/3/17
Kevin M. Butler, Director of Law		_____	4/3/17
Jennifer Pae, Director of Finance		_____	4/3/17
Michael P. Summers, Mayor		_____	4-3-17





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-17-109

April 17, 2017

Board of Control
City of Lakewood, Ohio 44107

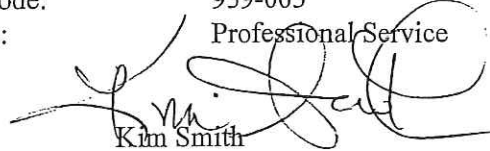
**Subject: Award Contract – Professional Services Contract – Re: Winton Place Condominium Pier W East
Stairway Stabilization Project**

Dear Members of the Board:




Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to DLZ Ohio, Inc. in an amount not to exceed \$59,360 to perform construction administration and inspection services for the Winton Place Condominium Pier 'W' East Stairway Stabilization Project.

DLZ Ohio, Inc. was awarded this contract based on their response to an RFP.

Contracting Authority:	Ordinance 53-16 \$1,850,000
Contracting Balance:	\$647,473 / \$588,113
Funding:	Capital Project Fund
Account Distribution:	401-3080-470-82-30 Proj # 176004 \$1,100,000
Account Balance:	\$324,500 / \$265,140
Contract Approved by Law:	Yes _____ / No <input checked="" type="checkbox"/> / PO _____
Object Code:	Winton Cliff Stabilization
Commodity Code:	959-065
Bid Reference:	Professional Service


Kim Smith
Purchasing Manager

DLZ Award

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director Public Director	_____	_____	_____
Kevin M. Butler, Director of Law		_____	4/17/17
Jennifer Pae, Director of Finance		_____	4/17/17
Michael P. Summers, Mayor		_____	4-17-17



Nov 17, 2017 9:37:58 AM EST
File Edit Commands Help
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Project 176004-Winton
Account types
Assets
Expenditures
Liabilities
Revenues
Encumbrances
Miscellaneous info
Pending transaction
Pre-encumbrances
Project detail balance

Project Information
Description: WintonCliffStabilization
Status: Active
Estimate: 1,160,000.00
Type: CP Capital Projects
Sub type: BG Building and Facilities
Start/stop dates: 1/01/2017 -
1st month of FY: 00
Source of funds:

Project Year-to-Date
FY: 2017 Balance 375,953.85
Budget: 1,100,000.00
Actual: 724,046.15
Unposted: .00
Pre-encumbrance: .00
Encumbrance: .00
Pending: .00

Project Code
There are no user defined code fields for this project

Project Life-to-Date
FY(s): 0000 - 9999 Balance 375,953.85
Budget: 1,100,000.00
Actual: 724,046.15
Unposted: .00
Pre-encumbrance: .00
Encumbrance: .00
Pending: .00

Print
Cancel
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Next project
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2016
2018
Project activit...
Change balan...

Account Number	Description	Budget	Actual
401-3060-470.82-30	Construction / Other	1,100,000.00	724,046



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-17-219

November 20, 2017

Board of Control
City of Lakewood, Ohio 44107

Subject: Award Contract – Professional Service Contract – Re: Legal Services

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Finance, Division of Municipal Income Tax, and the attached letter of recommendation, I am submitting for your consideration this request to award a requirement contract to Frost, Brown, Todd LLC Attorneys in the amount of \$8,000 for professional legal services pertaining to House Bill 49 and House Bill 5.

Contracting Authority:	Ordinance 43-16 \$225,000
Contracting Balance:	\$20,000 / \$12,000
Funding:	General Fund
Account Distribution:	101-6001-413-30-04 \$35,000
Account Balance:	(\$54,610) / (\$62,610)
Object Code:	Professional Services / Special Legal Services
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / C/C _____
Commodity Code:	961-050
Bid Reference:	Professional Service

Kim Smith
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



KEVIN M. BUTLER
DIRECTOR OF LAW

PAMELA L. ROESSNER
CHIEF PROSECUTOR

JENNIFER L. SWALLOW
CHIEF ASSISTANT LAW
DIRECTOR

ANDREW FLECK
ASSISTANT PROSECUTOR

**LAW DEPARTMENT
OFFICE OF PROSECUTION**
12650 Detroit Avenue • Lakewood, Ohio 44107
216/529-6030 • FAX 216/228-2514
Website: www.oneLakewood.com
Email: law@lakewoodoh.net

NOVEMBER 20, 2017

Board of Control
City of Lakewood, Ohio

Dear Board Members:

This letter is to request authority for the City of Lakewood to contract with Frost, Brown, Todd LLC Attorneys for special legal services in regards to the House Bill 49 and House Bill 5 in the amount of \$8000.00 as a retainer for their services. This matter will be paid from account # 101-6001-413-30.04.

Very truly yours,

Jennifer Swallow
Assistant Law Director



Eugene L. Hollins

Member

614.559.7243 (t)

614.464.1737 (f)


ghollins@fbtlaw.com

November 6, 2017

VIA ELECTRONIC AND/OR REGULAR MAIL:

City of Lakewood
Kevin Butler
Law Director
12650 Detroit Avenue
Lakewood, OH 44107

NOV 13 2017

Re: Frost Brown Todd Engagement Letter


Dear Kevin Butler:

We are pleased that you have asked Frost Brown Todd to serve as your counsel in this matter. This letter will confirm our discussion with you regarding your engagement of our firm and will describe the basis upon which our firm will provide legal services to you. Accordingly, we submit for your approval the following provisions governing our engagement. If you agree, please sign this letter in the space provided below. If you have any questions about these provisions, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

Client; Scope of Representation. Our client in this matter will be City of Lakewood ("you" or the "Client"). The Client will be engaging FBT to represent Client in a court action against the State of Ohio challenging the constitutionality of House Bill 49 (the biennial budget bill) and House Bill 5 (the municipal income tax statute enacted in 2014) on behalf of Client and other cities and villages. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. While we would be interested in assisting you in other matters, unless we are specifically engaged for some other future matter this will confirm that our representation of you is limited to the foregoing matter and will end when it is concluded.

Fees. Our fees are based primarily upon the time expended by our attorneys and paralegals on the engagement, including attorney and paralegal travel time which is charged at regular hourly rates. Attorneys and paralegals have been assigned hourly rates based upon their experience and level of expertise. Our base hourly rates for work performed by our attorneys that will be working on this matter currently range from: \$215 to \$365. My hourly rate is \$365.00. Hourly rates are reviewed periodically and may be increased from time to time. It may be necessary to add or change attorneys working on your behalf.

This is a representation of multiple communities. The Client and each of the other communities shall pay a retainer to Frost Brown Todd LLC, and Frost Brown Todd LLC will bill against the retainer. In the event the representation ends with money left in the retainer, the retainer will be returned to each community on a pro rata basis. Based on the population of your municipality, we have established a retainer of \$ 8000.00.

Consent to Future Conflicts. You are aware that our firm is a relatively large law firm and represents many other companies and individuals. Some may be direct competitors of yours or otherwise may have business or legal interests that are contrary to your interests. It is therefore possible that during the time we are working for you, an existing or future client may seek our assistance in connection with a transaction, pending or potential litigation, or another matter or proceeding in which such a client's interests are, or potentially may become, adverse to your interests. This can create situations where work for one client on a matter might preclude us from assisting other clients on unrelated matters.

To avoid the potential for this kind of restriction on our practice, we ask you to agree, and you hereby do agree, that Frost Brown Todd may continue to represent, or may undertake in the future to represent, any existing or future client in any matter (including but not limited to transactions, litigation or other dispute resolution proceedings), even if the interests of that client in the other matter are directly adverse to the interests of the Client as long as that other matter is not substantially related to this specific engagement. For example, our firm represents many clients, including but not limited to construction contractors, subcontractors, material suppliers, architects, engineers, and their sureties and insurers ("Construction Clients"), who may be involved in projects for Lakewood. It is possible that during the time that we are representing Lakewood, some of our present or future Construction Clients currently have or will have disputes or transactions with Lakewood. Thus, this advance waiver waives any conflicts that may arise between Lakewood and any Construction Client for matters not substantially related to the current engagement. We do not, however, intend for you to waive your right to have our firm maintain the confidentiality of client information obtained by us in the course of representing you. Thus, if our representation of another client in a matter is directly adverse to you, our lawyers who have had significant involvement in our work for you will not work on the matter for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning you which we acquire as a result of representing you will not be made available to lawyers or others in our firm involved in such matter. You are hereby advised, and have had the opportunity, to consult with other counsel about this prospective waiver. You also understand and acknowledge that, in the course of our representation of other clients pursuant to this prospective waiver, we may obtain confidential information of interest to you that we cannot share with you.

ABA Statement of Policy. We wish to inform you, and then you acknowledge, that it is our firm's policy to comply strictly with the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) in any response that you request we make to your auditors regarding "loss contingencies" affecting you.

3 | Page
November 6, 2017
Lakewood

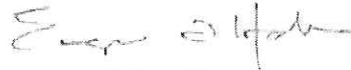
Additional Standard Terms. Our engagement is also subject to the policies included in the enclosed memorandum.

We appreciate the opportunity to represent you. Please return a signed copy of this letter to me via email to confirm that these terms of our engagement are acceptable to you. Our representation of you will commence upon your acceptance of the terms of our engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above and attached.

We look forward very much to working with you on this matter.

Very truly yours,

FROST BROWN TODD LLC



Eugene L. Hollins

GLH/jk

Enclosures

The foregoing is understood and accepted:

City of Lakewood, Ohio.

By: _____

Its: Director of Law_____

FROST BROWN TODD LLC

ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENTS

1. Expenses. Expenses we incur on the engagement are charged to the Client's account. Expenses include such items as court costs, charges for computerized research services and hard copy document reproductions, long distance telephone, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees of court reporters and charges for depositions, fees for expert witnesses and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas, may also include our related administrative expenses.

2. Monthly Statements. Unless a different billing period is agreed upon with the Client, the Firm will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If statements are not paid in full within 30 days, we reserve the right to add a late charge of 1% per month of the amount due. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.

3. Advance Payments. Any advance payment to be paid by the Client will normally be less than the Firm's ultimate fees and expenses. Such a payment or series of payments is not intended as a limitation upon the Firm's fees and expenses. The Firm may apply the advance payment toward any unpaid fees and expenses, in which event the Client shall make an additional deposit to restore the advance payment to its original level. Additional advance payments must be made within fifteen days of the date the request is made. Any unexpended balance of advance payments will be refunded to the Client, without interest, at the end of this engagement.

4. Litigation Matters. If this engagement involves litigation, the Client may be required to pay the opposing party's trial costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case.

5. Insurance coverage. Unless we have been explicitly retained to address insurance coverage issues (as documented in this engagement letter), we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

6. Termination. The Client has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give the Client reasonable notice to arrange alternative representation. In the event that either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us. Upon payment to us of any balance due for fees and expenses, we will return to the Client, or to whomever the Client directs, any property or papers of the Client in our possession.

7. Withdrawal. Under the rules of professional conduct by which we are governed, we may withdraw from our representation of the Client in the event of, for example: nonpayment of our fees and expenses; misrepresentation or failure to disclose material facts concerning the engagement; action taken by the Client contrary to our advice; and in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the Client written notice of our intention to withdraw.

8. Post-Engagement Services. The Client is engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless the Client engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments.

9. Retention and Disposition of Documents. At the Client's request, its documents and property will be returned to the Client upon conclusion of our representation in the matter described above, although the firm reserves the right to retain copies of any such documents as it deems appropriate. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to the Client, that are retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us *within a reasonable time after the termination of the engagement* without further notice to the Client.

10. Parent/Subsidiary/Affiliate Relationships. The Client may be a subsidiary of a parent organization or may itself have subsidiary or affiliated organizations. The Client agrees that the Firm's representation of the Client in this matter does not give rise to an attorney-client relationship between the Firm and any parent, subsidiary or affiliate of the Client (any of them being referred to as "Affiliate"). The Firm, during the course of its representation of the Client, will not be given any confidential information regarding any of the Client's Affiliates. Accordingly, representation of the Client in this matter will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of the Client's Affiliates.

11. Consultation with Firm Counsel. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. The firm has several in-house ethics counsel who assist the firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the firm's interest, that in the event that issues arise during a representation about our duties and obligations as lawyers, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm's counsel (either the firm's internal counsel or, if we choose, outside counsel), we have the Client's

consent to do so and that our representation of the Client shall not, thereby, waive any attorney-client privilege that the firm may have to protect the confidentiality of our communications with our internal or outside counsel.

12. Retirement Plan Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain “covered service providers” must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a “covered service provider,” there are some situations in which it might be. A description of the disclosures required in those situations can be located at www.dol.gov/ebsa/newsroom/fs408b2finalreg.html.

13. Authorization. By the Client’s agreement to these terms of our representation, the Client authorizes us to take any and all action we deem advisable on the Client’s behalf on this matter. We will, whenever possible, discuss with the Client in advance any significant actions we intend to take.

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Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2016

2018

Account activi...

Pending trans...

Images

Budget alloca...

Account information

Professional Services / Special Legal Services

Fiscal year: 2017 Dr

Budget: 35,000.00

Committed: 105,359.20

Balance: 70,359.20

Project Data

Project Entry Optional

033003 Lakefront Reno. .00

Account Balance by Period

Q 06 June	997.50	28,736.36
Q 07 July	18,068.70	46,805.06
Q 08 August	6,620.80	53,425.86
Q 09 September	15,139.31	68,565.17
Q 10 October	1,796.00	70,361.17
Q 11 November	.00	70,361.17
Q 12 December	.00	70,361.17

Payment information

Vendor	(* indicates pending)	Total
Q WALTER & HAVERFIELD LLP		21,420.00
Q ZASHIN & RICH CO, LPA		44,832.11
Q OTT & ASSOCIATES CO., LPA		4,109.00

Encumbrances

PO #	Vendor	Balance
Q 087292	CALFEE, HALTER & GRIS	5,345.00
Q 087293	OTT & ASSOCIATES CO.,	.00
Q 087296	ZASHIN & RICH CO, LPA	195.80
Q 087380	OTT & ASSOCIATES CO.,	1,272.50
Q 087561	WALTER & HAVERFIELD L	.00
Q 087629	ZASHIN & RICH CO, LPA	5,685.29
Q 087630	WALTER & HAVERFIELD L	2,499.50

Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	101	General Fund	Original Budget	35,000.00
Department	60	Law	Revised Budget	.00
Division	01	Law	Current expenditures	.00
Activity basic	41	General Government	YTD expenditures	70,361.11
Sub activity	3	General Government	Unposted expenditures	.00
Element	30	Professional Services	Encumbrances	34,998.09
Object	04	Special Legal Services	Unposted encumbrances	.00
			Pre-encumbrances	.00

ORDINANCE NO: 43-16B

BY: Anderson, Bullock, Litten,
Marx, Nowlin, O'Leary, O'Malley.

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, amending Ordinance 43-16A, adopted October 2, 2017, authorizing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for professional services, and to advertise for bids and enter into contracts for the purchase of repair maintenance and operating supplies, services and equipment as authorized by the 2017 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law.

WHEREAS, this Council desires to provide the authorization to the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for professional services, and to advertise for bids and enter into contracts for the purchase of repair maintenance and operating supplies, services and equipment as authorized by the 2017 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law, and

WHEREAS, this Council by a vote of at least five of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in that delay could impair the City's ability to provide necessary services in a timely manner for fiscal year 2017, now, therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 1 of Ordinance 43-16A, adopted October 2, 2017, currently reading as follows:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager be and are hereby authorized and directed to enter into a contract or contracts for supplies, services and equipment with the lowest and best bidder or bidders or as otherwise provided by law, as follows:

Professional services contracts included in the 2017 Budget are as follows:

1) Legal Services.....	225,000
2) Recodification of Ordinances.....	12,500
3) Financial Audit.....	75,000
4) Hospitalization and Health Care Benefit Consulting Services.....	45,000

5) Consultant for Workers Compensation.....	30,000
6) Risk Management Consulting Services.....	13,000
7) Healthcare, Physicals, Drug & Alcohol Testing.....	25,000
8) Employee Assistance Program.....	15,000
9) Supervisor / Manager / Employee Training.....	125,000
10) Exams for Classified Positions.....	75,000
11) Housing and Building Plans Examinations.....	150,000
12) Lakewood Jail Medical Services.....	50,000
13) Band Concerts.....	15,000
14) Municipal Engineering Consultant.....	60,000
15) Debt Insurance Costs.....	150,000
16) Integrated Wet Weather Plan Professional Services.....	500,000
17) Administrative Professional Services.....	300,000
18) Professional Services related to Lakewood Hospital.....	500,000
Sub-Total.....	\$2,365,500

Services contracts included in the 2017 Budget are as follows:

1) Government Agreements (WEB).....	110,000
2) Government Agreements (Bd of Ed/Pools).....	210,000
3) Financial Institution Service Charges.....	60,000
4) Electronic Payment Services.....	200,000
5) Property & Liability Insurance Contracts.....	450,000
6) Workers' Comp Stop Loss Insurance.....	90,000
7) Life Insurance.....	20,000
8) Hospitalization and Health Care Benefit Services.....	7,500,000
9) Medical Claims Billing Services.....	100,000
10) Sentenced Prisoners Full Jail Service.....	300,000
11) Home Delivered Meals.....	47,500
12) Distribution System Leak Survey.....	40,000
13) Disposal of Screenings and Grit (WWTP).....	10,000
14) Excavation Spoils Removal.....	100,000
15) Roll of Box for Street Sweeping.....	60,000
16) Solid Waste Disposal Site.....	900,000
17) Organic Waste Disposal.....	30,000
18) Waste Collections - Condominiums.....	95,000
19) Biosolids Disposal.....	103,000
20) Roll-Off Box for Construction Debris.....	65,000
21) Site to Receive & Process Yard Waste.....	45,000
22) Lab Analysis Service.....	25,000
23) Citywide Computer Hdwre Op. Sys. & Software Maint Contracts.....	550,000
24) Communications Services.....	100,000
25) Water Meter Program Maintenance.....	25,000
26) Telephone Service.....	82,500
27) Cellular Phone Service.....	250,000
28) Laundry Service-Police Department.....	12,000
29) HVAC Maintenance.....	125,000
30) Elevator Maintenance.....	25,000
31) Fire Alarm Maintenance.....	75,000
32) Copier Maintenance Service.....	25,000
33) Postage, Mailing Services, Equipment Lease/Maintenance.....	275,000
34) Rental and Laundry of Uniforms.....	15,000
35) Advertising.....	30,000
36) Printing Services.....	150,000
37) CRIS/LEADS Fees.....	20,000
38) Parking Citation Billing Service.....	50,000
39) Fireworks Display.....	40,000

40) Transportation Services.....	65,000
Sub-Total	\$12,475,000

Materials, supplies, and equipment authorized for purchase under the 2017 Budget are as follows:

1) Sand and Aggregate.....	45,000
2) Concrete Supplies.....	50,000
3) Asphalt Materials.....	50,000
4) Asphalt Cold Patch.....	25,000
5) Crack Sealant.....	40,000
6) Road Salt (Sodium Chloride).....	300,000
7) Fire Hydrants, Sewer and Water Appurtenances.....	100,000
8) Water Meter Supplies & Materials.....	50,000
9) Sign Shop-Supplies, Blanks & Reflective Material.....	195,000
10) Polymer Flocculants.....	25,000
11) Wastewater Treatment Chemicals.....	120,000
12) Tires and Road Service.....	80,000
13) Automotive Repairs, Parts and Supplies.....	600,000
14) Oil and Lubricants.....	45,000
15) Fuel (Gasoline and Diesel).....	500,000
16) Purchase of Uniforms and Gear – Public Works.....	40,000
17) Electrical Supplies.....	50,000
18) Hardware Supplies.....	40,000
19) Janitorial Supplies.....	45,000
20) Landscape Materials.....	25,000
21) Lumber Supplies.....	100,000
22) Plumbing Supplies.....	40,000
23) Pool Supplies – Chemicals.....	45,000
24) Small Tools and Equipment.....	130,000
25) Prisoner Food Supplies.....	40,000
26) Purchase Uniforms & Gear – Safety Forces.....	75,000
27) Ammunition.....	25,000
28) Office Supplies.....	35,000
29) Computer Supplies.....	10,000
30) Computer Software.....	40,000
31) Communications Equipment.....	75,000
32) Paper Supplies.....	15,000
33) Lease Copier Equipment.....	37,000
34) Subscriptions/Publications.....	35,000
35) Reforestation.....	175,000
36) Police Operating Equipment.....	150,000
37) Fire/EMS Operating Equipment.....	150,000
38) Waste Water Treatment Plant Operating Equipment.....	100,000
39) Fitness Equipment/Devices.....	50,000
Sub-Total	\$3,752,000
Total	\$18,592,500

shall be and is hereby amended to read:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager be and are hereby authorized and directed to enter into a contract or contracts for supplies, services and equipment with the lowest and best bidder or bidders or as otherwise provided by law, as follows:

Professional services contracts included in the 2017 Budget are as follows:

1) Legal Services.....	225,000
2) Reconciliation of Ordinances.....	12,500
3) Financial Audit.....	75,000
4) Hospitalization and Health Care Benefit Consulting Services.....	45,000
5) Consultant for Workers Compensation.....	30,000
6) Risk Management Consulting Services.....	13,000
7) Healthcare, Physicals, Drug & Alcohol Testing.....	25,000
8) Employee Assistance Program.....	15,000
9) Supervisor / Manager / Employee Training.....	125,000
10) Exams for Classified Positions.....	75,000
11) Housing and Building Plans Examinations.....	150,000
12) Lakewood Jail Medical Services.....	50,000
13) Band Concerns.....	15,000
14) Municipal Engineering Consultant.....	60,000
15) Debt Insurance Costs.....	150,000
16) Integrated Wet Weather Plan Professional Services.....	300,000
17) Administrative Professional Services.....	300,000
18) Professional Services related to Lakewood Hospital.....	500,000
Sub-Total	\$2,365,500

Services contracts included in the 2017 Budget are as follows:

1) Government Agreements (WEB).....	110,000
2) Government Agreements (Bd of Ed/Pool).....	210,000
3) Financial Institution Service Charges.....	60,000
4) Electronic Payment Services.....	200,000
5) Property & Liability Insurance Contracts.....	450,000
6) Workers' Comp Stop Loss Insurance.....	90,000
8) Life Insurance.....	20,000
8) Hospitalization and Health Care Benefit Services.....	7,500,000
9) Medical Claims Billing Service.....	100,000
10) Sentenced Prisoners Full Jail Service.....	300,000
12) Home Delivered Meals.....	47,500
12) Distribution System Leak Survey.....	40,000
13) Disposal of Screenings and Grit (WWTP).....	10,000
14) Excavation Spoils Removal.....	100,000
15) Roll of Box for Street Sweeping.....	60,000
16) Solid Waste Disposal Site.....	900,000
17) Organic Waste Disposal.....	30,000
18) Waste Collections – Condominiums.....	95,000
19) Biscuits Disposal.....	103,000
20) Roll-Off Box for Construction Debris.....	65,000
21) Site to Receive & Process Yard Waste.....	45,000
22) Lab Analysis Service.....	25,000
23) Citywide Computer Hrdwr Op. Sys., & Software Maint Contracts.....	550,000
24) Communications Services.....	100,000
25) Water Meter Program Maintenance.....	25,000
26) Telephone Service.....	82,500
27) Cellular Phone Service.....	250,000
28) Laundry Service-Police Department.....	12,000
29) HVAC Maintenance.....	125,000
30) Elevator Maintenance.....	25,000
31) Fire Alarm Maintenance.....	75,000
32) Copier Maintenance Services.....	25,000
33) Postage, Mailing Services, Equipment Lease/Maintenance.....	275,000
34) Rental and Laundry of Uniforms.....	15,000

35) Advertising.....	30,000
36) Printing Services.....	150,000
37) CRIS/LEADS Fees.....	20,000
38) Parking Citation Billing Service.....	50,000
39) Fireworks Display.....	40,000
40) Transportation Services.....	65,000
Sub-Total.....	\$12,475,000

Materials, supplies, and equipment authorized for purchase under the 2017 Budget are as follows:

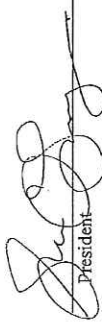
1) Sand and Aggregate.....	45,000
2) Concrete Supplies.....	50,000
3) Asphalt Materials.....	50,000
4) Asphalt Cold Patch.....	25,000
5) Crack Sealant.....	40,000
6) Road Salt (Sodium Chloride).....	300,000
7) Fire Hydrants, Sewer and Water Appurtenances.....	100,000
8) Water Meter Supplies & Materials.....	50,000
9) Sign Shop-Supplies, Blanks & Reflective Material.....	195,000
10) Polymer Flocculants.....	25,000
11) Wastewater Treatment Chemicals.....	120,000
12) Tires and Road Service.....	80,000
13) Automotive Repairs, Parts and Supplies.....	600,000
14) Oil and Lubricants.....	45,000
15) Fuel (Gasoline and Diesel).....	500,000
16) Purchase of Uniforms and Gear - Public Works.....	40,000
17) Electrical Supplies.....	50,000
18) Hardware Supplies.....	40,000
19) Janitorial Supplies.....	45,000
20) Landscape Materials.....	25,000
21) Lumber Supplies.....	100,000
22) Plumbing Supplies.....	40,000
23) Pool Supplies - Chemicals.....	45,000
24) Small Tools and Equipment.....	130,000
25) Prisoner Food Supplies.....	40,000
26) Purchase Uniforms & Gear - Safety Forces.....	75,000
27) Ammunition.....	25,000
28) Office Supplies.....	35,000
29) Computer Supplies.....	10,000
30) Computer Software.....	40,000
31) Communications Equipment.....	75,000
32) Paper Supplies.....	15,000
33) Lease Copier Equipment.....	37,000
34) Subscriptions/Publications.....	35,000
35) Reforestation.....	200,000
36) Police Operating Equipment.....	150,000
37) Fire/EMS Operating Equipment.....	150,000
38) Waste Water Treatment Plant Operating Equipment.....	100,000
39) Fitness Equipment/Devices.....	50,000
Sub-Total.....	\$3,777,000
Total.....	\$18,617,500

Section 2. Contracts for supplies, services and equipment in excess of \$7,500 and for professional services in excess of \$5,000 shall not be awarded except as approved herein or further approved by Resolution of Council.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least five members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: October 16, 2017


President


Clerk


Mayor

Approved: October 17 2017

First Reading & Referred to the Finance
Committee 11/21/16. Second Reading 12/5/16.

ORDINANCE NO. 53-16

BY: Anderson, Bullock, Litten, Marx, Nowlin,
O'Leary, O'Malley.

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five (5) members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for Buildings & Facilities Improvements in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, this Council by a vote of at least five (5) of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January 1, 2017 in accordance with the Capital Improvement Plan for fiscal year 2017; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to engage architectural and/or engineering firms to provide professional services for the design, preparation of specifications, construction inspection, contract administration and to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following Infrastructure Improvements, contracts not to exceed the specified amounts shown, except as hereinafter provided:

Buildings & Facilities Improvements \$1,850,000

Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council,

and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least five (5) members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor otherwise, it shall take effect and be in force after the earliest period allowed by law.

Adopted: December 19, 2016


President of Council


Mary T. Hagan
Clerk of Council

Approved: December 21, 2016


Mayor